NOTICE: This opinion is subject to formal revision before publication in the bound volumes of NLRB decisions. Readers are requested to notify the Executive Secretary, National Labor Relations Board, Washington, D.C. 20570, of any typographical or other formal errors so that corrections can be included in the bound volumes.

Park Avenue Investments, LLC, and Hotel Management Advisors–Troy, LLC d/b/a The Metropolitan Group and The Metro Hotel–Troy and Local 24, UNITE HERE!, AFL–CIO. Case 07–CA–090297

June 13, 2013

DECISION AND ORDER

BY CHAIRMAN PEARCE AND MEMBERS GRIFFIN AND BLOCK

The Acting General Counsel seeks a default judgment in this case on the ground that the Respondents have failed to file an answer to the consolidated complaint and compliance specification. Upon a charge and amended charges filed on September 28 and November 28, 2012, and January 31, 2013, by Local 24, Unite HERE!, AFL—CIO (the Union), the Acting General Counsel issued the consolidated complaint and compliance specification on February 28, 2013, alleging that Park Avenue Investments, LLC (Respondent Park), and Hotel Management Advisors—Troy, LLC d/b/a the Metropolitan Group and the Metro Hotel—Troy (Respondent Hotel Management) (collectively, the Respondents) have violated Section 8(a)(5), (3), and (1) of the Act. The Respondents failed to file an answer.

On April 23, 2013, the Acting General Counsel filed a Motion for Default Judgment with the Board. Thereafter, on May 1, 2013, the Board issued an order transferring the proceeding to the Board and a Notice to Show Cause why the motion should not be granted. The Respondents filed no response. The allegations in the motion are therefore undisputed.

Ruling on Motion for Default Judgment

Section 102.20 of the Board's Rules and Regulations provides that the allegations in a complaint shall be deemed admitted if an answer is not filed within 14 days from service of the complaint, unless good cause is shown. Similarly, Section 102.56 of the Board's Rules and Regulations provides that the allegations in a compliance specification will be taken as true if an answer is not filed within 21 days from service of the compliance specification. In addition, the consolidated complaint and compliance specification affirmatively stated that unless an answer was received by March 21, 2013, the Board may find, pursuant to a motion for default judgment, that the allegations in the consolidated complaint and compliance specification are true. Further, the undisputed allegations in the Acting General Counsel's

motion disclose that the Region, by letter dated March 25, 2013, notified the Respondents that unless an answer was received by April 4, 2013, a motion for default judgment would be filed.

In the absence of good cause being shown for the failure to file an answer, we deem the allegations in the consolidated complaint and compliance specification to be admitted as true, and we grant the Acting General Counsel's Motion for Default Judgment.

On the entire record, the Board makes the following

FINDINGS OF FACT

I. JURISDICTION

At all material times, Respondent Park, a Delaware company with an office and place of business in Troy, Michigan, has been engaged in the operation of a hotel providing food and lodging.

At all material times, Respondent Hotel Management, a Delaware company with an office and place of business in Troy, Michigan, has been engaged in the operation of a hotel providing food and lodging.

During calendar year 2012, a representative period, the Respondents, in conducting their business operations described above, collectively derived gross revenues in excess of \$500,000 and purchased and received at their Troy facility goods valued in excess of \$50,000 from other enterprises in the State of Michigan, including Consumers Energy, which other enterprises received these goods directly from points outside the State of Michigan.

We find that the Respondents are employers engaged in commerce within the meaning of Section 2(2), (6), and (7) of the Act, and that the Union is a labor organization within the meaning of Section 2(5) of the Act.

At all material times, the Respondents have been affiliated business enterprises with common officers, ownership, directors, management, and supervision; have formulated and administered a common labor policy; have shared common premises and facilities; have provided services for each other; have interchanged personnel with each other; have engaged in common purchasing; and have held themselves out to the public as a single-integrated business enterprise.

Based on their operations described above, the Respondents constitute a single-integrated business enterprise and a single employer within the meaning of the Act.

At all material times, the Respondents have had substantially identical management, business purposes, operations, equipment, purchases, premises, facilities, customers, and supervision, as well as ownership.

Based on the operations and conduct described above, the Respondents are, and have been at all material times, alter egos within the meaning of the Act.

II. ALLEGED UNFAIR LABOR PRACTICES

At all material times, the following individuals held the positions set forth opposite their respective names and have been supervisors of the Respondents within the meaning of Section 2(11) of the Act and agents of the Respondents within the meaning of Section 2(13) of the Act:

Remo Polselli – Owner & Managing Partner

Hanna Karcho – Partner

Michael Wi- - General Manager

toszynski

Robert Soto – Front Desk Manager

Carmen Davis - Housekeeping Supervisor (until

about August or September 2012)

Precious Jordan – Housekeeping Supervisor (from about August or September 2012

until about December 2012)

The following employees of the Respondents (the unit) constitute a unit appropriate for the purposes of collective bargaining within the meaning of Section 9(b) of the Act:

Line Cook, Banquet Cook, Garden Manager, Steward/Utility, Bartender, Banquet Bartender, Banquet Bar Porter, Housekeeping Attendant, Laundry, Houseperson, Restaurant Server, Room Service Server, Host/Hostess/Cashier, Banquet Houseperson, Banquet Cashier/Coat Check, Coffee Break Attendant, Banquet Server, Guest Service Associate/Bell Person, and Guest Service Associate/Night Auditor employed by Respondents at their Troy, Michigan facility; but excluding managerial, supervisory, maintenance, sales, administrative, accounting, security, and confidential employees, and all other personnel.

At all material times, the Respondents have recognized the Union as the exclusive collective-bargaining representative of the unit. This recognition has been embodied in a collective-bargaining agreement which was effective for the period of February 1, 2008 through January 31, 2011, and assumed by the Respondents on October 21, 2009.

At all material times, based on Section 9(a) of the Act, the Union has been the exclusive collective-bargaining representative of the unit.

At all material times, the Respondents and the Union have maintained in effect and enforced the collectivebargaining agreement covering wages, hours, and others terms and conditions of employment of the unit.

Additionally, the following events took place:

- 1. On about August 6, 2012, the Union filed a grievance on behalf of Krystyna Koskiewicz challenging the Respondents' failure to offer her overtime hours in accordance with the terms of the parties' collective-bargaining agreement.
- 2. The grievance described above relates to the collective-bargaining agreement.
- 3. On about August 15, 2012, the Respondents, by their agent, Carmen Davis, interfered with employee union activities by advising an employee that she was being sent home because she had filed a grievance.
- 4. On about August 15, 2012, the Respondents sent employee Koskiewicz home from work shortly after the start of her shift.
- 5. In about mid to late August 2012, the Respondents, by their agent, Carmen Davis, impliedly threatened an employee by stating that employee work schedules were changed because of a grievance filed by another employee.
- 6. Since about August 17, 2012, the Respondents reduced the work hours of their employees Krystyna Koskiewicz and Linda Kellam.
- 7. The Respondents engaged in the conduct described in paragraphs 4 and 6 because Koskiewicz engaged in the activity described in paragraph 1, and to discourage employees from engaging in these or other concerted activities.
- 8. Since about August 2012, the Respondents denied vacation and other leave requests made by Koskiewicz and Kellam, causing Koskiewicz to lose four (4) vacation days.
- 9. On about September 27, 2012, the Respondents discharged Koskiewicz.
- 10. On about September 29, 2012, the Respondents reinstated Koskiewicz.
- 11. The Respondents engaged in the conduct described in paragraphs 4, 6, 8, and 9 because Koskiewicz and Kellam engaged in union activities, and to discourage employees from engaging in these activities.
- 12. Since about August 17, 2012, the Respondents unilaterally changed their manner of scheduling employees, and unilaterally disregarded seniority with respect to the scheduling and workdays of its unit employees.
- 13. Since about September 2012, the Respondents have unilaterally changed their policy regarding the use of their Respondent-owned equipment, by requiring unit

employees to submit a drivers' license or other personal item in exchange for use of the Respondents' radios.

- 14. The subjects set forth in paragraphs 12 and 13 relate to wages, hours, and other terms and conditions of employment of the unit and are mandatory subjects for the purposes of collective bargaining.
- 15. The Respondents engaged in the conduct set forth in paragraphs 12 and 13 without prior notice to the Union, and without affording the Union an opportunity to bargain with the Respondents with respect to this conduct and the effects of this conduct.
- 16. The Respondents took the action described in paragraph 9, in part, in reliance on its unilaterally implemented policy pertaining to the Respondent-owned equipment.
- 17. On various dates, the Union requested information from the Respondents related to the scheduling and hours worked by unit employees, including:
 - (a) On about August 27, 2012, the Union requested from the Respondents, in writing, a copy of employee work schedules for the month of August 2012
 - (b) On about September 11, 2012, the Union requested from the Respondents, in writing, a copy of ADP reports from April 1, 2012, through August 31, 2012, and, inter alia, a copy of employee schedules for September 2012.
- 18. The information requested by the Union, is necessary for, and relevant to, the Union's performance of its duties as the exclusive collective-bargaining representative of the unit.
- 19. Since about August 27, 2012, the Respondents have failed and refused to furnish the Union with the information requested by the Union.

CONCLUSIONS OF LAW

- 1. By the conduct described in paragraphs 3 and 5, the Respondents have been interfering with, restraining, and coercing employees in the exercise of the rights guaranteed in Section 7 of the Act in violation of Section 8(a)(1) of the Act.
- 2. By the conduct described in paragraphs 4, 6, 8, and 9, the Respondents have been discriminating in regard to the hire or tenure or terms and conditions of employment of its employees, thereby discouraging membership in a labor organization in violation of Section 8(a)(3) and (1) of the Act.
- 3. By the conduct described in paragraphs 9, 12, 13, 15, 16, and 19, the Respondents have been failing and refusing to bargain collectively and in good faith with the

exclusive collective-bargaining representative of its employees in violation of Section 8(a)(5) and (1) of the Act.

4. The unfair labor practices of the Respondents affect commerce within the meaning of Section 2(6) and (7) of the Act.

REMEDY

Having found that the Respondents have engaged in certain unfair labor practices, we shall order them to cease and desist and to take certain affirmative action designed to effectuate the policies of the Act. Specifically, having found that the Respondents have violated Section 8(a)(3) and (1) by: sending Krystyna Koskiewicz home from work shortly after the start of her shift; reducing the work hours of Koskiewicz and Linda Kellam; denying requests for vacation and other leave made by Koskiewicz and Kellam resulting in the loss of paid vacation days for Koskiewicz; and discharging Koskiewicz, all because Koskiewicz and Kellam engaged in union activities and to discourage employees from engaging in these activities, we shall order the Respondents to rescind these discriminatory actions. In addition, we shall order the Respondents to make whole Koskiewicz and Kellam for any loss of earnings or other benefits suffered as a result of the Respondents' unlawful actions against them by paying them the amounts set forth in attachments 1, 2, 3, and 4 to this decision, plus interest accrued to the date of payment as set forth in New Horizons for the Retarded, 283 NLRB 1173 (1987), compounded daily as prescribed in Kentucky River Medical Center, 356 NLRB No. 8 (2010), and minus tax withholdings required by Federal and State laws.²

Additionally, in accordance with our recent decision in *Latino Express*, 359 NLRB No. 44 (2012), we shall order the Respondents to compensate Koskiewicz and Kellam for the adverse tax consequences, if any, of receiving a lump-sum backpay award and to file a report with the Social Security Administration allocating the backpay award to the appropriate calendar quarters for Koskiewicz and Kellam.

Further, the Respondents shall be required to remove from their files all references to the unlawful discipline and discharge of Koskiewicz and the unlawful reduction

¹ The consolidated complaint and compliance specification further alleges, and we find, that Koskiewicz' discharge also violated Sec. 8(a)(5) and (1) and that the Respondents have reinstated Koskiewicz.

² The compliance specification indicates that the amounts set forth in attachment 4 do not include any overtime hours to which Koskiewicz and/or Kellam may be entitled. The compliance specification also indicates that backpay due as a result of the unilateral changes concerning the manner of scheduling employees and disregarding seniority with respect to the scheduling and workdays of unit employees continues to accrue until those unfair labor practices are remedied.

in work hours and denial of vacation and other leave of Koskiewicz and Kellam. The Respondents shall notify Koskiewicz and Kellam in writing that this has been done and that the unlawful references will not be used against them in any way.

Having further found that the Respondents violated Section 8(a)(5) and (1) by unilaterally changing the manner of scheduling employees and disregarding seniority with respect to the scheduling and workdays of unit employees and by unilaterally changing the policy regarding the use of Respondent-owned equipment by requiring unit employees to submit a driver's license or other personal item in exchange for use of the Respondents' radios-all without prior notice to the Union and without affording the Union an opportunity to bargain with the Respondents with respect to this conduct and the effects of this conduct, including the discharge of Koskiewiczwe shall order the Respondents to rescind these unlawful actions. As noted above, we shall order the Respondents to make Koskiewicz whole for any losses suffered as a result of her unlawful discharge by paying her the amount set forth in attachment 2 to this decision, plus interest accrued to the day of payment as set forth in New Horizons for the Retarded, supra, compounded daily as prescribed in Kentucky River Medical Center, supra, and minus tax withholdings required by Federal and State

Finally, having found that the Respondents violated Section 8(a)(5) and (1) by failing and refusing to furnish the Union with certain requested information that is relevant and necessary to its role as the exclusive collective-bargaining representative of the unit employees, we shall order the Respondent to furnish the Union with the information it requested on August 27 and September 11, 2012.

ORDER

The National Labor Relations Board orders that the Respondents, Park Avenue Investments, LLC, and Hotel Management Advisors—Troy, LLC d/b/a The Metropolitan Group and The Metro Hotel—Troy, Troy, Michigan, its officers, agents, successors, and assigns, shall

- 1. Cease and desist from
- (a) Interfering with employee union activities by advising employees that they were being sent home because they had filed a grievance.
- (b) Sending employees home from work shortly after the start of their shift because they engage in union activities, and to discourage employees from engaging in these or other concerted activities.
- (c) Impliedly threatening employees by stating that their work schedules were changed because of a grievance filed by another employee.

- (d) Reducing the work hours of employees because they engage in union activities, and to discourage employees from engaging in these or other concerted activities.
- (e) Denying vacation and other leave requests made by employees because they engage in union activities, and to discourage employees from engaging in these or other concerted activities.
- (f) Discharging employees because they engage in union activities, and to discourage employees from engaging in these or other concerted activities.
- (g) Failing and refusing to bargain collectively and in good faith with Local 24, Unite HERE!, AFL—CIO as the exclusive collective-bargaining representative of the employees in the following appropriate unit by unilaterally changing the manner of scheduling employees and unilaterally disregarding seniority with respect to the scheduling of unit employees; and by unilaterally changing the policy regarding the use of Respondent-owned equipment by requiring unit employees to submit a drivers' license or other personal item in exchange for use of the Respondents' radios without prior notice to the Union, and without affording the Union an opportunity to bargain with the Respondents with respect to this conduct and the effects of this conduct. The unit is:

Line Cook, Banquet Cook, Garden Manager, Steward/Utility, Bartender, Banquet Bartender, Banquet Bar Porter, Housekeeping Attendant, Laundry, Houseperson, Restaurant Server, Room Service Server, Host/Hostess/Cashier, Banquet Houseperson, Banquet Cashier/Coat Check, Coffee Break Attendant, Banquet Server, Guest Service Associate/Bell Person, and Guest Service Associate/Night Auditor employed by Respondents at their Troy, Michigan facility; but excluding managerial, supervisory, maintenance, sales, administrative, accounting, security, and confidential employees, and all other personnel.

- (h) Failing and refusing to furnish the Union with requested information that is relevant and necessary to its role as the exclusive collective-bargaining representative of the unit employees.
- (i) In any like or related manner interfering with, restraining, or coercing employees in the exercise of the rights guaranteed them by Section 7 of the Act.
- 2. Take the following affirmative action necessary to effectuate the policies of the Act.
- (a) Make Krystyna Koskiewicz and Linda Kellam whole for any loss of earnings and benefits suffered as a result of the Respondents unlawful conduct, as set forth in attachments 1, 2, 3, and 4 to this decision, plus interest accrued to the date of payment, and minus tax withhold-

ings required by Federal and State laws, as set forth in the remedy section of this decision.³ The total backpay amount due is: \$7122.32.

- (b) Reimburse Koskiewicz and Kellam an amount equal to the difference in taxes owed upon receipt of a lump-sum backpay payment and taxes that would have been owed had there been no discrimination against them.
- (c) Submit the appropriate documentation to the Social Security Administration allocating the backpay awards to the appropriate calendar quarters for Koskiewicz and Kellam
- (d) Rescind the discipline/discharge notice issued to Koskiewicz and the unlawful reduction in work hours and denial of vacation and other leave imposed on Koskiewicz and Kellam.
- (e) Within 14 days from the date of this Order, remove from its files any references to the unlawful discipline and discharge of Koskiewicz and the unlawful reduction in work hours and denial of vacation and other leave of Koskiewicz and Kellam and within 3 days thereafter, notify each of them in writing that this has been done and that the Respondents' unlawful conduct will not be used against them in any way.
- (f) Rescind the unilateral changes concerning the manner of scheduling employees and disregarding seniority with respect to the scheduling and workdays of unit employees.
- (g) Rescind the unilateral changes to the policy regarding the use of the Respondent-owned equipment.
- (h) Furnish the Union with the information it requested on August 27 and September 11, 2012.
- (i) Preserve and, within 14 days of a request, or such additional time as the Regional Director may allow for good cause shown, provide at a reasonable place designated by the Board or its agents, all payroll records, social security payment records, timecards, personnel records and reports, and all other records including an electronic copy of such records if stored in electronic form, necessary to analyze the amount of backpay due under the terms of this Order.
- (j) Within 14 days after service by the Region, post at its facility in Troy, Michigan, copies of the attached no-

tice marked "Appendix." Copies of the notice, on forms provided by the Regional Director for Region 7, after being signed by the Respondent's authorized representative, shall be posted by the Respondent and maintained for 60 consecutive days in conspicuous places including all places where notices to employees are customarily posted. In addition to physical posting of paper notices. notices shall be distributed electronically, such as by email, posting on an intranet or an internet site, and/or other electronic means, if the Respondent customarily communicates with its employees by such means. Reasonable steps shall be taken by the Respondent to ensure that the notices are not altered, defaced, or covered by any other material. In the event that, during the pendency of these proceedings, the Respondent has gone out of business or closed the facility involved in these proceedings, the Respondent shall duplicate and mail, at its own expense, a copy of the notice to all current employees and former employees employed by the Respondent at any time since August 2012.

(k) Within 21 days after service by the Region, file with the Regional Director for Region 7 a sworn certification of a responsible official on a form provided by the Region attesting to the steps that the Respondent has taken to comply.

Dated, Washington, D.C. June 13, 2013

Mark Gaston Pearce,	Chairman	
Richard F. Griffin, Jr.,	Member	
Sharon Block,	Member	

(SEAL) NATIONAL LABOR RELATIONS BOARD

³ The compliance specification indicates that the amounts set forth in attachment 4 do not include overtime hours which Koskiewicz and/or Kellam may be entitled to. The compliance specification also indicates that backpay due as a result of the unilateral changes concerning the manner of scheduling employees and disregarding seniority with respect to the scheduling and workdays of unit employees continues to accrue until those unfair labor practices are remedied.

⁴ If this Order is enforced by a judgment of a United States court of appeals, the words in the notice reading "Posted by Order of the National Labor Relations Board" shall read "Posted Pursuant to a Judgment of the United States Court of Appeals Enforcing an Order of the National Labor Relations Board."

APPENDIX

NOTICE TO EMPLOYEES POSTED BY ORDER OF THE NATIONAL LABOR RELATIONS BOARD An Agency of the United States Government

The National Labor Relations Board has found that we violated Federal labor law and has ordered us to post and obey this notice.

FEDERAL LAW GIVES YOU THE RIGHT TO

Form, join, or assist a union

Choose representatives to bargain with us on your behalf

Act together with other employees for your benefit and protection

Choose not to engage in any of these protected activities.

WE WILL NOT interfere with employee union activities by advising employees that they were being sent home because they had filed a grievance.

WE WILL NOT send employees home from work shortly after the start of their shift because they engage in union activities, and to discourage employees from engaging in these or other concerted activities.

WE WILL NOT impliedly threaten employees by stating that their schedules were changed because of a grievance filed by another employee.

WE WILL NOT reduce the work hours of employees because they engage in union activities, and to discourage employees from engaging in these or other concerted activities.

WE WILL NOT deny vacation and other leave requests made by employees because they engage in union activities, and to discourage employees from engaging in these or other concerted activities.

WE WILL NOT discharge employees because they engage in union activities, and to discourage employees from engaging in these or other concerted activities.

WE WILL NOT fail and refuse to bargain collectively and in good faith with Local 24, Unite HERE!, AFL—CIO, as the exclusive collective-bargaining representative of the employees in the following appropriate unit by unilaterally changing the manner of scheduling employees and unilaterally disregarding seniority with respect to the scheduling of unit employees; and by unilaterally changing the policy regarding the use of Employer-owned equipment by requiring unit employees to submit a drivers' license or other personal item in exchange for use of the Respondents' radios, all without prior notice to the Union and without affording the Un-

ion an opportunity to bargain with us with respect to this conduct and the effects of this conduct. The unit is:

Line Cook, Banquet Cook, Garden Manager, Steward/Utility, Bartender, Banquet Bartender, Banquet Bar Porter, Housekeeping Attendant, Laundry, Houseperson, Restaurant Server, Room Service Server, Host/Hostess/Cashier, Banquet Houseperson, Banquet Cashier/Coat Check, Coffee Break Attendant, Banquet Server, Guest Service Associate/Bell Person, and Guest Service Associate/Night Auditor employed by Respondents at their Troy, Michigan facility; but excluding managerial, supervisory, maintenance, sales, administrative, accounting, security, and confidential employees, and all other personnel.

WE WILL NOT fail and refuse to furnish the Union with requested information that is relevant and necessary to its role as the exclusive collective-bargaining representative of the unit employees.

WE WILL NOT in any like or related manner interfere with, restrain, or coerce you in the exercise of the rights listed above.

WE WILL make Krystyna Koskiewicz and Linda Kellam whole for any loss of earnings and benefits suffered as a result of our unlawful actions, by paying them the amount set forth in the Board's Order, plus interest accrued to the date of payment, and minus tax withholding required by Federal and State laws.

WE WILL reimburse Koskiewicz and Kellam an amount equal to the differences in taxes owed upon receipt of a lump-sum backpay payment and taxes that would have been owed had there been no discrimination against them.

WE WILL submit the appropriate documentation to the Social Security Administration allocating the backpay awards to the appropriate calendar quarters for Koskiewicz and Kellam.

WE WILL rescind the discipline/discharge notice issued to Koskiewicz and the unlawful reduction in work hours and denial of vacation and other leave imposed on Koskiewicz and Kellam.

WE WILL, within 14 days from the date of the Board's Order, remove from our files any references to the unlawful discipline and discharge of Koskiewicz and the unlawful reduction in work hours and denial of vacation and other leave requested by Koskiewicz and Kellam, and WE WILL, within 3 days thereafter, notify Koskiewicz and Kellam in writing that this has been done and that the unlawful conduct will not be used against them in any way.

WE WILL rescind the unilateral changes concerning the manner of scheduling employees and disregarding seniority with respect to the scheduling and workdays of unit employees.

WE WILL rescind the unilateral changes to the policy regarding the use of our equipment.

WE WILL furnish the Union with the information it requested on August 27 and September 11, 2012.

PARK AVENUE INVESTMENTS, LLC, AND HOTEL MANAGEMENT ADVISORS—TROY, LLC D/B/A THE METROPOLITAN GROUP AND THE METRO HOTEL—TROY

Attachment 1 Additional Wages for Lost Work on August 15, 2012 for Krystyna Koskiewicz

Date	Hours Paid	Scheduled Hours	Difference	Payrate	Wages Due
8/15/12	0.25	8	7.75	\$12.79	\$99.12
TOTAL	-				\$99.12

Attachment 2

Additional Wages for Krystyna Koskiewicz's September 27, 2012 Discharge

Date	Hours Paid	Scheduled Hours	Difference	Payrate	Wages Due
9/27/12	0.75	8	7.25	\$12.79	\$92.73
9/28/12	0	8	8	\$12.79	\$102.32
TOTAL		İ			\$195.05

Attachment 3

Lost Vacation Days for Krystyna Koskiewicz

Number of Vacation Days Lost	Total Number of Hours Lost	Payrate	Wages Due
4	32	\$12.79	\$409.28
TOTAL			\$409.28

Attachment 4

Additional Wages for Hours Reduction for Krystyna Koskiewicz

Pay Date	Regular Hours Paid	Full-Time Hours	Difference	Payrate	Wages Due
8/24/12	64	80	16	\$12.79	\$204.64
9/7/12	64	80	16	\$12.79	\$204.64
9/21/12	72	80	8	\$12.79	\$102.32
10/5/12	56.45	80	23.55	\$12.79	\$301.20
10/19/12	63.45	80	16.55	\$12.79	\$211.67
11/2/12	61.30	80	18.70	\$12.79	\$239.17
11/16/12	60.45	80	19.55	\$12.79	\$250.04
11/30/12	56.30	80	23.70	\$12.79	\$303.12
12/14/12	56.30	80	23.70	\$12.79	\$303.12
12/28/12	72.00	80	8	\$12.79	\$102.32
1/11/13	64	80	16	\$12.79	\$204.64
1/25/13	55	80	25	\$12.79	\$319.75
2/8/13	64	80	16	\$12.79	\$204.64
2/22/13	64	80	16	\$12.79	\$204.64
TOTAL			!		\$3,115.91

PARK AVENUE INVESTMENTS, LLC

Additional Wages for Hours Reduction for Linda Kellam

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Pay Date	Regular Hours	Full-Time	Difference	Payrate	Wages Due
	Paid	Hours			
8/24/12	64	80	16	\$13.54	\$216.64
9/7/12	64	80	16	\$13.54	\$216.64
9/21/12	64	80	16	\$13.54	\$216.64
10/5/12	64	80	16	\$13.54	\$216.64
10/19/12	64	80	16	\$13.54	\$216.64
11/2/12	64	80	16	\$13.54	\$216.64
11/16/12	64	80	16	\$13.54	\$216.64
11/30/12	64	80	16	\$13.54	\$216.64
12/14/12	64	80	16	\$13.54	\$216.64
12/28/12	64	80	16	\$13.54	\$216.64
1/11/13	64	80	16	\$13.54	\$216.64
1/25/13	64	80	16	\$13.54	\$216.64
2/8/13	64	80	16	\$13.54	\$216.64
2/22/13	64	80	16	\$13.54	\$216.64
TOTAL				,	\$3,302.96